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Municipal Corporations—Rejection of Bid—Liability to Bidder.—*Talbot Paving Co. v. City of Detroit*, 67 N. W. Rep. 979 (Mich.). Where a city charter requires contracts to be awarded to the lowest bidder this provision is for the protection of the public and not for the benefit of the bidder. Hence, the lowest bidder under such a contract, whose bid is rejected, has no right of action against the city for profits which he might have made had his bid been accepted.

Limitation of Actions—Waiver.—*State Trust Co. v. Sheldon, et al.*, 35 Atl. Rep. 177 (Vt.). The maker of a note may, at the time of its execution, waive the statute of limitations. In which case he will be estopped from setting up the statute as a defense. This is an exception to the general rule that no contract or agreement can modify a law and is valid because no principle of public policy is violated, the statute being designed for the benefit of individuals.

Life Tenant—Room in House—Eviction—Measure of Damages.—*Grove v. Yonell*, 68 N. W. Rep. 132 (Mich.). A bond recited that the defendant, being indebted to the plaintiff for certain lots, would pay a stated sum within a certain time, and that the plaintiff might "occupy any room that is in the house on said lots during the remainder of her natural life." The plaintiff selected a room and took possession of it. Afterwards she was asked by the defendant to take a room in another part of the city, and refused. Whereupon, the defendant leased the house and grounds for a term of years without any reservation of the plaintiff's room, and during the plaintiff's absence told the lessee she might use the room. Upon the plaintiff's return the lessee refused to allow her to go to her room. Held, that there was an eviction of the plaintiff by procurement of the defendant, and that the measure of damages from the date of eviction to the commencement of the action was the fair rental value of the room, and after that the rental value computed on the expectation of life of the plaintiff as based upon the mortality tables.